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7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**

9 LEONARD WILLIAMS, an individual,
10 and THE LENNY WILLIAMS
11 PRODUCTION COMPANY, a
12 California corporation, on behalf of
13 themselves and all others similarly
14 situated,

15 Plaintiffs,

16 v.

17 WARNER MUSIC GROUP CORP., a
18 Delaware Corporation; WARNER
19 BROS. RECORDS INC., a Delaware
20 Corporation, and DOES 1-100,

21 Defendants.

CASE NO. 2:18-cv-09691-RGK-PJW

CLASS ACTION

**STIPULATED PROTECTIVE
ORDER**

22 1. **A. PURPOSES AND LIMITATIONS**

23 Discovery in this action is likely to involve production of confidential,
24 proprietary, or private information for which special protection from public disclosure
25 and from use for any purpose other than prosecuting this litigation may be warranted.
26 Accordingly, the parties hereby stipulate to and petition the Court to enter the
27 following Stipulated Protective Order. The parties acknowledge that this Order does
28 not confer blanket protections on all disclosures or responses to discovery and that
the protection it affords from public disclosure and use extends only to the limited

1 information or items that are entitled to confidential treatment under the applicable
2 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
3 that this Stipulated Protective Order does not entitle them to file confidential
4 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
5 followed and the standards that will be applied when a party seeks permission from
6 the court to file material under seal.

7 8 B. GOOD CAUSE STATEMENT

9 This action is likely to involve trade secrets, customer and pricing lists, artist
10 information, and other valuable research, development, commercial, financial,
11 technical and/or proprietary information for which special protection from public
12 disclosure and from use for any purpose other than prosecution of this action is
13 warranted. Such confidential and proprietary materials and information consist of,
14 among other things, confidential business or financial information, information
15 regarding confidential business practices, or other confidential research,
16 development, or commercial information (including information implicating privacy
17 rights of third parties), information otherwise generally unavailable to the public, or
18 which may be privileged or otherwise protected from disclosure under state or federal
19 statutes, court rules, case decisions, or common law. Accordingly, to expedite the
20 flow of information, to facilitate the prompt resolution of disputes over confidentiality
21 of discovery materials, to adequately protect information the parties are entitled to
22 keep confidential, to ensure that the parties are permitted reasonable necessary uses
23 of such material in preparation for and in the conduct of trial, to address their handling
24 at the end of the litigation, and serve the ends of justice, a protective order for such
25 information is justified in this matter. It is the intent of the parties that information
26 will not be designated as confidential for tactical reasons and that nothing be so
27 designated without a good faith belief that it has been maintained in a confidential,
28 non-public manner, and there is good cause why it should not be part of the public

1 record of this case.

2
3 **2. DEFINITIONS**

4 2.1 Action: this pending federal law suit

5 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
6 information or items under this Order.

7 2.3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” Information or
8 Items: information (regardless of how it is generated, stored or maintained) or tangible
9 things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as
10 specified above in the Good Cause Statement, with “HIGHLY CONFIDENTIAL”
11 information limited to contracts with and/or royalty information relating to persons or
12 entities other than a named plaintiff in this Action.

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
14 support staff).

15 2.5 Designating Party: a Party or Non-Party that designates information or
16 items produced in disclosures or in responses to discovery as Protected Material.

17 2.6 Disclosure or Discovery Material: all items or information, regardless of
18 the medium or manner in which it is generated, stored, or maintained (including,
19 among other things, testimony, transcripts, and tangible things), that are produced or
20 generated in disclosures or responses to discovery in this matter, including during
21 depositions or in response to subpoenas.

22 2.7 Expert: a person with specialized knowledge or experience in a matter
23 pertinent to the litigation who has been retained by a Party or its counsel to serve as
24 an expert witness or as a consultant in this Action.

25 2.8 House Counsel: attorneys who are employees of a party to this Action.
26 House Counsel does not include Outside Counsel of Record or any other outside
27 counsel.

28 2.9 Non-Party: any natural person, partnership, corporation, association, or

1 other legal entity not named as a Party to this action.

2 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
3 this Action, but are retained to represent or advise a party to this Action and have
4 appeared in this Action on behalf of that party or are affiliated with a law firm which
5 has appeared on behalf of that party, and includes support staff.

6 2.11 Party: any party to this Action, including all of its officers, directors,
7 employees, consultants, retained experts, and Outside Counsel of Record (and their
8 support staffs).

9 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
10 Discovery Material in this Action.

11 2.13 Professional Vendors: persons or entities that provide litigation support
12 services (e.g., photocopying, videotaping, translating, preparing exhibits or
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)
14 and their employees and subcontractors.

15 2.14 Protected Material: any Disclosure or Discovery Material that is
16 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

17 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
18 from a Producing Party.

19 20 3. SCOPE

21 The protections conferred by this Stipulation and Order cover not only
22 Protected Material (as defined above), but also (1) any information copied or extracted
23 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
24 Protected Material; and (3) any testimony, conversations, or presentations by Parties
25 or their Counsel that might reveal Protected Material.

26 Any use of Protected Material at trial shall be governed by the orders of the
27 trial judge. This Order does not govern the use of Protected Material at trial.
28

1 4. DURATION

2 Once a case proceeds to trial, to the extent information is introduced at trial, all
3 such information that was designated as Protected Material under this protective order
4 will become public and will be presumptively available to all members of the public,
5 including the press, unless compelling reasons supported by specific factual findings
6 to proceed otherwise are made to the trial judge in advance of the trial or prior to the
7 presentation of such information. *See Kamakana v. City and County of Honolulu*, 447
8 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing
9 documents produced in discovery from “compelling reasons” standard when merits-
10 related documents are part of court record). Accordingly, the terms of this protective
11 order do not extend beyond the commencement of the trial.

12 To the extent Protected Material is not introduced at trial, even after final
13 disposition of this litigation, the confidentiality obligations imposed by this Order
14 shall remain in effect until a Designating Party agrees otherwise in writing or a court
15 order otherwise directs. Final disposition shall be deemed to be the later of
16 (1) dismissal of all claims and defenses in this Action, with or without prejudice; and
17 (2) final judgment herein after the completion and exhaustion of all appeals,
18 rehearings, remands, trials, or reviews of this Action, including the time limits for
19 filing any motions or applications for extension of time pursuant to applicable law.

20
21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
23 Party or Non-Party that designates information or items for protection under this
24 Order must take care to limit any such designation to specific material that qualifies
25 under the appropriate standards. The Designating Party must designate for protection
26 only those parts of material, documents, items, or oral or written communications that
27 qualify so that other portions of the material, documents, items, or communications
28 for which protection is not warranted are not swept unjustifiably within the ambit of

1 this Order.

2 Mass, indiscriminate, or routinized designations are prohibited. Designations
3 that are shown to be clearly unjustified or that have been made for an improper
4 purpose (e.g., to unnecessarily encumber the case development process or to impose
5 unnecessary expenses and burdens on other parties) may expose the Designating Party
6 to sanctions.

7 If it comes to a Designating Party's attention that information or items that it
8 designated for protection do not qualify for protection, that Designating Party must
9 promptly notify all other Parties that it is withdrawing the inapplicable designation.

10 5.2 Manner and Timing of Designations. Except as otherwise provided in this
11 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
12 or ordered, Disclosure or Discovery Material that qualifies for protection under this
13 Order must be clearly so designated before the material is disclosed or produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic documents,
16 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
17 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY
18 CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend" or "HIGHLY
19 CONFIDENTIAL legend"), to each page that contains protected material. If only a
20 portion or portions of the material on a page qualifies for protection, the Producing
21 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
22 markings in the margins).

23 A Party or Non-Party that makes original documents available for inspection
24 need not designate them for protection until after the inspecting Party has indicated
25 which documents it would like copied and produced. During the inspection and before
26 the designation, all of the material made available for inspection shall be deemed
27 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
28 copied and produced, the Producing Party must determine which documents, or

1 portions thereof, qualify for protection under this Order. Then, before producing the
2 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
3 or “HIGHLY CONFIDENTIAL legend” to each page that contains Protected
4 Material. If only a portion or portions of the material on a page qualifies for protection,
5 the Producing Party also must clearly identify the protected portion(s) (e.g., by
6 making appropriate markings in the margins).

7 (b) for testimony given in depositions, that the Designating Party shall to the
8 extent reasonably practicable identify the Disclosure or Discovery Material on the
9 record, before the close of the deposition; provided that, to avoid interruptions during
10 depositions, any Party or Non-Party may designate a portion of testimony as protected
11 within thirty (30) days after transmittal of the transcript of the deposition by the court
12 reporter to counsel for the Parties, during which time the full transcript shall be
13 deemed “CONFIDENTIAL” subject to any agreement of the parties on the record or
14 in writing, and any portions of the transcript discussing documents designated as
15 “HIGHLY CONFIDENTIAL” shall be deemed ‘HIGHLY CONFIDENTIAL’
16 subject to any agreement of the parties on the record or in writing.

17 (c) for information produced in some form other than documentary and for any
18 other tangible items, that the Producing Party affix in a prominent place on the exterior
19 of the container or containers in which the information is stored the legend
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or portions
21 of the information warrants protection, the Producing Party, to the extent practicable,
22 shall identify the protected portion(s).

23 5.3 Inadvertent Failures to Designate. Under Federal Rule of Evidence 502(d),
24 an inadvertent failure to designate qualified information or items in this Action does
25 not, standing alone, waive the Designating Party’s right to secure protection under
26 this Order for such material, and does not amount to a waiver for any other state or
27 federal proceeding. Upon correction of a designation, the Receiving Party must make
28 reasonable efforts to assure that the material is treated in accordance with the

provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
2 employees of said Outside Counsel of Record to whom it is reasonably necessary to
3 disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of the
5 Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
7 is reasonably necessary for this Action and who have signed the "Acknowledgment
8 and Agreement to Be Bound" (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
12 to whom disclosure is reasonably necessary for this Action and who have signed the
13 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or a
15 custodian or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses and attorneys for witnesses in the Action
17 to whom disclosure is reasonably necessary provided: (1) the deposing party requests
18 that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be
19 permitted to keep any confidential information unless they sign the
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
21 agreed by the Designating Party or ordered by the court. Pages of transcribed
22 deposition testimony or exhibits to depositions that reveal Protected Material may be
23 separately bound by the court reporter and may not be disclosed to anyone except as
24 permitted under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting personnel, mutually
26 agreed upon by any of the parties engaged in settlement discussions.

27 7.3 Disclosure of "HIGHLY CONFIDENTIAL" Information or Items.
28 Unless otherwise ordered by the court or permitted in writing by the Designating

1 Party, a Receiving Party may disclose any information or item designated “HIGHLY
2 CONFIDENTIAL” only to:

- 3 (a) the persons identified in 7.2(a), (d)-(i);
- 4 (b) House Counsel; and
- 5 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
6 is reasonably necessary for this Action and who have signed the “Acknowledgment
7 and Agreement to Be Bound” (Exhibit A), provided, however, that in no event may
8 HIGHLY CONFIDENTIAL information be shown to any Expert who is an attorney
9 who is not Outside Counsel of Record or House Counsel.

10 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
11 **OTHER LITIGATION**

12 If a Party is served with a subpoena or a court order issued in other litigation
13 that compels disclosure of any information or items designated in this Action as
14 Protected Material, that Party must:

- 15 (a) promptly notify in writing the Designating Party. Such notification shall
16 include a copy of the subpoena or court order;
- 17 (b) promptly notify in writing the party who caused the subpoena or order to
18 issue in the other litigation that some or all of the material covered by the subpoena
19 or order is subject to this Protective Order. Such notification shall include a copy of
20 this Stipulated Protective Order; and
- 21 (c) cooperate with respect to all reasonable procedures sought to be pursued by
22 the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with
24 the subpoena or court order shall not produce any information designated in this action
25 as Protected Material before a determination by the court from which the subpoena or
26 order issued, unless the Party has obtained the Designating Party’s permission. The
27 Designating Party shall bear the burden and expense of seeking protection in that court
28 of its confidential material and nothing in these provisions should be construed as

1 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
2 directive from another court.

3
4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
5 PRODUCED IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a Non-
7 Party in this Action and designated as Protected Material. Such information produced
8 by Non-Parties in connection with this litigation is protected by the remedies and
9 relief provided by this Order. Nothing in these provisions should be construed as
10 prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to produce
12 a Non-Party's confidential information in its possession, and the Party is subject to an
13 agreement with the Non-Party not to produce the Non-Party's confidential
14 information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and the Non-Party that
16 some or all of the information requested is subject to a confidentiality agreement with
17 a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
19 Order in this Action, the relevant discovery request(s), and a reasonably specific
20 description of the information requested; and

21 (3) make the information requested available for inspection by the Non-Party,
22 if requested.

23 (c) If the Non-Party fails to seek a protective order from this court within 14
24 days of receiving the notice and accompanying information, the Receiving Party may
25 produce the Non-Party's confidential information responsive to the discovery request
26 designated as Protected Material. If the Non-Party timely seeks a protective order,
27 the Receiving Party shall not produce any information in its possession or control that
28 is subject to the confidentiality agreement with the Non-Party before a determination

1 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden
2 and expense of seeking protection in this court of its Protected Material.

3
4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
10 persons to whom unauthorized disclosures were made of all the terms of this Order,
11 and (d) request such person or persons to execute the “Acknowledgment and
12 Agreement to Be Bound” that is attached hereto as Exhibit A.

13
14
15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
16 **PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain
18 inadvertently produced material is subject to a claim of privilege or other protection,
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
21 may be established in an e-discovery order that provides for production without prior
22 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), a privilege or
23 protection is not waived by inadvertent disclosure connected with the Action, and in
24 no event will disclosure in this Action be deemed a waiver of any privilege or
25 protection for purposes of any other federal or state proceeding.

26
27 **12. MISCELLANEOUS**

28 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any

1 person to seek its modification by the Court in the future.

2 12.2 Right to Assert Other Objections. By stipulating to the entry of this
3 Protective Order no Party waives any right it otherwise would have to object to
4 disclosing or producing any information or item on any ground not addressed in this
5 Stipulated Protective Order. Similarly, no Party waives any right to object on any
6 ground to use in evidence of any of the material covered by this Protective Order.

7 12.3 Filing Protected Material. A Party that seeks to file under seal any
8 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
9 only be filed under seal pursuant to a court order authorizing the sealing of the specific
10 Protected Material at issue. If a Party's request to file Protected Material under seal is
11 denied by the court, then the Receiving Party may file the information in the public
12 record unless otherwise instructed by the court.

13 14 13. FINAL DISPOSITION

15 After the final disposition of this Action, as defined in paragraph 4, within 60
16 days of a written request by the Designating Party, each Receiving Party must return
17 all Protected Material to the Producing Party or destroy such material. As used in this
18 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
19 summaries, and any other format reproducing or capturing any of the Protected
20 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
21 must submit a written certification to the Producing Party (and, if not the same person
22 or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by
23 category, where appropriate) all the Protected Material that was returned or destroyed
24 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
25 compilations, summaries or any other format reproducing or capturing any of the
26 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
27 archival copy of all pleadings, motion papers, trial, deposition, and hearing
28 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert

1 reports, attorney work product, and consultant and expert work product, even if such
2 materials contain Protected Material. Any such archival copies that contain or
3 constitute Protected Material remain subject to this Protective Order as set forth in
4 Section 4 (DURATION).

5 14. Any violation of this Order may be punished by any and all appropriate
6 measures including, without limitation, contempt proceedings and/or monetary
7 sanctions.

8
9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 DATED: January 6, 2020

11 /s/ Jeffrey A. Koncius

12 **KIESEL LAW LLP**

13 Paul R. Kiesel

14 Jeffrey A. Koncius

Nicole Ramirez

15 **JOHNSON & JOHNSON LLP**

16 Neville L. Johnson

Douglas L. Johnson

Arun Dayalan

17 **PEARSON, SIMON & WARSHAW, LLP**

18 Clifford H. Pearson

19 Daniel L. Warshaw

Bobby Pouya

20 *Attorneys for Plaintiffs and the Class*

21
22 DATED: January 6, 2020

23
24 /s/ Rollin A. Ransom

25 **SIDLEY AUSTIN LLP**

26 Rollin A. Ransom

Sean A. Commons

27 Sheri Porath Rockwell

28 *Attorneys for Defendants*

1 **FILER'S ATTESTATION**

2 Pursuant to L.R. 5-4.3.4(a)(2)(i), the undersigned attests that all other signatories
3 listed, and on whose behalf the filing is submitted, concur in the filing's content and
4 have authorized the filing.

5
6 Dated: January 6, 2020

/s/ Sheri Porath Rockwell

7 **SIDLEY AUSTIN LLP**
8 Sheri Porath Rockwell
9 *Attorneys for Defendants*

10 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

11 DATED: January 9, 2020

12 *Patrick J. Walsh*

13 Hon. Patrick J. Walsh
14 **United States Magistrate Judge**

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that
5 I have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Central District of California on
7 [month day, year] in the case of *Leonard Williams v. Warner Music Group Corp.*,
8 Case No. 2:18-cv-09691-RGK-PJW. I agree to comply with and to be bound by all
9 the terms of this Stipulated Protective Order and I understand and acknowledge that
10 failure to so comply could expose me to sanctions and punishment in the nature of
11 contempt. I solemnly promise that I will not disclose in any manner any information
12 or item that is subject to this Stipulated Protective Order to any person or entity except
13 in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [print or
18 type full name] of _____ [print or type full
19 address and telephone number] as my California agent for service of process in
20 connection with this action or any proceedings related to enforcement of this
21 Stipulated Protective Order.

22 Date: _____

23
24 City and State where sworn and signed: _____

25
26 Printed name: _____

27
28 Signature: _____